

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

COLD STAR SALES AND LEASING, INC.,)	
)	
Plaintiff,)	
)	Civil No.
v.)	
)	
TRU ASEPTICS, LLC AND JOHN DOES 1-10,)	NOTICE OF REMOVAL
)	
Defendants.)	

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1332, § 1441 and § 1446, Defendant TRU Aseptics, LLC (“TRU Aseptics”), by and through its undersigned counsel, hereby removes the above-captioned action from the Superior Court of New Jersey, Law Division, Camden County (the “State Court”), Docket No. CAM L-001895-19 (the “State Court Action”), to the United States District Court for the District of New Jersey, Camden Vicinage. Removal of this action is based on the following grounds:

1. Pursuant to Rule 10.1(a) of the Local Civil Rules, the addresses of the named parties are as follows:

- Plaintiff, Cold Star Sales & Leasing, Inc. (“Cold Star”) is a New Jersey corporation located at 27 Davis Ave, Mt. Ephraim, New Jersey 08059. Plaintiff is represented by Lori C. Greenberg of the law firm Lori C. Greenberg & Associates, LLC, located at 1 Eves Drive, Suite 111, Marlton, New Jersey 08053.
- Defendant TRU Aseptics is located at 7924 Wyetta Drive, Beloit, Wisconsin 53511. Defendant is represented by the undersigned attorneys at Calcagni & Kanefsky LLP, located at 1085 Raymond Boulevard, 14th Floor, Newark, New Jersey 07102.

2. On May 15, 2019, Plaintiff Cold Star filed *Cold Star Sales and Leasing, Inc. v. TRU Aseptics, LLC*, in the State Court. The court assigned the case Docket No. CAM L-001895-19.

3. Defendant TRU Aseptics was served with a copy of the Complaint and Summons on or about May 21, 2019. A copy of the Complaint, along with all other documents filed in connection with this matter to date, are attached hereto as **Exhibit A**.

4. Because TRU Aseptics filed this Notice of Removal pursuant to 28 U.S.C. § 1446(b) within thirty (30) days after receiving a copy of the Summons and Complaint, it is timely under 28 U.S.C. § 1446(b).

THE REQUIREMENTS OF DIVERSITY JURISDICTION ARE SATISFIED

5. Removal of civil actions brought in a State court is appropriate when the requirements of diversity jurisdiction are met. *See* 28 U.S.C. § 1441(a)-(b).

6. District Courts have original diversity jurisdiction “of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs” and the action is between “citizens of different States.” *See* 28 U.S.C. § 1332(a).

7. Plaintiff’s Complaint alleges damages in an amount exceeding \$75,000.

8. For purposes of determining diversity of citizenship, a corporation is deemed a citizen of both the state of its incorporation and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1). Plaintiff is incorporated under the laws of the State of New Jersey, with its principal place of business located at 27 Davis Ave, Mt. Ephraim, New Jersey 08059.

9. For purposes of determining diversity of citizenship, the citizenship of an unincorporated entity is determined by the citizenship of each of its members. *See Carden v. Arkoma Assocs.*, 494 U.S. 185, 195 (1990); *Zambelli Fireworks Mfg. Co., Inc. v. Wood*, 592 F.3d 412, 418 (3d Cir. 2010). TRU Aseptics is a limited liability company having no members domiciled in New Jersey.

10. Accordingly, this Court has subject matter jurisdiction over the State Action pursuant to 28 U.S.C. 1332(a).

VENUE IS PROPER

11. Venue is proper in this district under 28 U.S.C. § 1441(a) and § 1446(a) because the State Court where the State Action has been pending is in this district.

OTHER REMOVAL ISSUES

12. TRU Aseptics will promptly serve this Notice of Removal to Plaintiff and promptly file a file-stamped copy of this Notice of Removal with the State Court in accordance with 28 U.S.C. § 1446(d). A copy of the Notice of Filing of Notice of Removal to be filed in the State Court is attached hereto as **Exhibit B**.

13. By removing this action from the State Court to the United States District Court for the District of New Jersey, Camden Vicinage, TRU Aseptics does not waive any claims or defenses that may be available to it, and TRU Aseptics expressly reserves all such defenses.

14. By removing this action from the State Court, TRU Aseptics does not admit any of the allegations in Plaintiff's Complaint.

WHEREFORE, Defendant TRU Aseptics, LLC hereby removes this action, pending in the State Court, to the United States District Court for the District of New Jersey, Camden Vicinage pursuant to 28 U.S.C. §§ 1331, 1441, 1446.

Dated: June 20, 2019

Respectfully submitted,

/s/ Ralph J. Marra, Jr.

Ralph J. Marra, Jr. (NJ Bar No. 020761978)

CALCAGNI & KANEFSKY LLP

1085 Raymond Blvd., 14 Fl

Newark, NJ 07102

Phone: (201)310-6336

Fax: (862)-902-5458

rmarra@ck-litigation.com

Sarah L. Brew
FAEGRE BAKER DANIELS LLP
90 S. 7th Street, Suite 2200
Minneapolis, MN 55402
Tel: (612) 766-7000
Fax: (612) 766-1600
sarah.brew@faegrebd.com

Elizabeth B. Boggia
FAEGRE BAKER DANIELS LLP
90 S. 7th Street, Suite 2200
Minneapolis, MN 55402
Tel: (612) 766-7000
Fax: (612) 766-1600
sarah.brew@faegrebd.com

Attorneys for Defendant TRU Aseptics, LLC

CERTIFICATION

Pursuant to Local Civil Rule 11.2, the undersigned hereby certifies that, to the best of their knowledge, the matters raised herein are not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

Dated: June 20, 2019

Respectfully submitted,

/s/ Ralph J. Marra, Jr.

Ralph J. Marra, Jr. (NJ Bar No. 020761978)

CALCAGNI & KANEFSKY LLP

1085 Raymond Blvd., 14 Fl

Newark, NJ 07102

Phone: (201)310-6336

Fax: (862)-902-5458

Attorneys for Defendant TRU Aseptics, LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2019, I caused to be served a true and correct a copy of the foregoing Notice of Removal with attached exhibits via FedEx Overnight, to:

Lori C. Greenberg, Esq.
Lori C. Greenberg & Associates LLC
1 Eves Drive, Suite 111
Marlton, NJ 08053

Attorneys for Plaintiff

/s/ Ralph J. Marra, Jr.
Ralph J. Marra, Jr. (NJ Bar No. 020761978)
CALCAGNI & KANEFSKY LLP
1085 Raymond Blvd., 14 Fl
Newark, NJ 07102
Phone: (201)310-6336
Fax: (862)-902-5458

Attorneys for Defendant TRU Aseptics, LLC

EXHIBIT A

SUMMONS

Attorney(s) Lori C. Greenberg & Associates LLC
Office Address 1 Eves Drive, Suite 111
Town, State, Zip Code Martlon, NJ 08053

Telephone Number 856-596-9300
Attorney(s) for Plaintiff Lori C. Greenberg, Esq.
Cold Star Sales & Leasing, Inc.

Superior Court of New Jersey

Camden County
Civil Division

Docket No: L-1895-19

Plaintiff(s)

vs.

Tru Aseptics, LLC

John Does 1-10

Defendant(s)

CIVIL ACTION SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

Clerk of the Superior Court

DATED: 05/15/2019

Name of Defendant to Be Served: Tru Aseptics LLC

Address of Defendant to Be Served: 7924 Wyetta Drive, Beloit, Wisconsin 53511

LORI C. GREENBERG & ASSOCIATES
 Lori C. Greenberg, Attorney ID# 002371986
 1 Eves Drive, Suite 111
 Marlton, New Jersey 08053
 (856) 596-9300
 Attorneys for Plaintiff,
 Cold Star Sales & Leasing, Inc.

	:	SUPERIOR COURT OF NEW JERSEY
	:	CAMDEN COUNTY - LAW DIVISION
Cold Star Sales & Leasing,	:	
Inc.,	:	CIVIL ACTION
	:	
Plaintiff,	:	Docket No: CAM-L-
	:	
v.	:	
	:	
Tru Aseptics, LLC and	:	COMPLAINT
John Does 1-10, jointly,	:	
severally, and in the	:	
alternative,	:	
	:	
Defendants.	:	
	:	

Plaintiff, Cold Star Sales & Leasing, Inc., a New Jersey Corporation located at 27 Davis Ave, Mt. Ephraim, Camden County, New Jersey, by way of complaint says:

JURISDICTION

1. Plaintiff, Cold Star Sales & Leasing, Inc. is a New Jersey Corporation located at 27 Davis Ave, Mt. Ephraim, Camden County, New Jersey.
2. Defendant, Tru Aseptics, LLC, is located at 7924 Wyetta Drive, Beloit, Wisconsin 53511.
3. None of the Plaintiffs are located in Wisconsin.

4. None of the Defendants or their owners are located in New Jersey.
5. Damages being demanded are One Million Dollars.

**COUNT I
BREACH OF CONTRACT**

1. Plaintiff Cold Star Sales & Leasing, Inc. is a New Jersey Corporation located at 27 Davis Ave, Mt. Ephraim, Camden County, New Jersey.
2. Defendant, Tru Aseptics, LLC, is located at 7924 Wyetta Drive, Beloit, IL 53511.
3. Plaintiff and Defendant Tru Aseptics, LLC entered into an agreement for Defendant Tru Aseptics, LLC to provide dairy products to Plaintiff on March 22, 2018 until December 31, 2018.
4. Defendant Tru Aseptics, LLC continued to service Plaintiff under said contract and supplied dairy products.
5. Defendant Tru Aseptics, LLC produced dairy products that were sold to Plaintiff and delivered to Plaintiff's customers that were defective, contained mold and were not fit for human consumption.
6. The process that Defendant Tru Aseptics, LLC used to produce dairy product for the Plaintiff was defective and resulted in unusable, unstable dairy products.

7. On or about April 2018 through December 2018, dairy products were ordered from Defendant Tru Aseptics, LLC and were defective and had to be returned.
8. Many cases of product were defective.
9. As a result of these defective products, Plaintiff had to purchase its dairy product from another source, which charged Plaintiff more than the Plaintiff made per case.
10. Plaintiff's clients terminated their relationship with Plaintiff as a result of receiving a faulty product.
11. Defendant knew or should have known said product was defective.
12. Defendant stated that they knew said products were defective.
13. Plaintiff delivered said products to their clients and the product had to be returned repeatedly.
14. Defendant stated they would reimburse damages and returned transportation costs.
15. As a result of the defective product, customers cancelled their contracts with the Plaintiff and sent back the product delivery machines.
16. Said conduct was a breach of contract.
17. Said product was goods under the UCC.
18. Said goods were unfit for their intended purpose.

19. Said conduct was a breach of the warranty of merchantability under the UCC.
20. Said conduct was a breach of § 2-314. Implied Warranty: Merchantability; Usage of Trade.
21. As a result of the defective product, Plaintiff incurred costs, damages, loss of good will and loss of future business.
22. Damages due to product loss and related expenses is \$400,000.
23. Damages due to loss of customers due to the product failure is \$600,000.

WHEREFORE, Plaintiff(s) demand judgment against Defendants as follows:

- A. Awarding Plaintiff(s) compensatory damages against Defendants in an amount sufficient to fairly and completely compensate Plaintiff(s) for all damages;
- B. Awarding Plaintiff(s) treble damages against Defendants to fairly and completely compensate Plaintiff(s) for all damages, and to deter similar wrongful conduct in the future;
- C. Awarding Plaintiff(s) punitive damages against Defendants in an amount sufficient to punish Defendants for its wrongful conduct and to deter similar wrongful conduct in the future;

D. Awarding Plaintiff(s) costs and disbursements, costs of investigations, attorney's fees and all such other relief available under New Jersey law.

COUNT II
PRODUCTS LIABILITY -- DEFECTIVE PRODUCT

1. Plaintiff repeats and incorporates by reference all other paragraphs of this Master Complaint as if fully set forth herein.
2. Defendants knew or should have known its product was defective and unreasonably dangerous to consumers.
3. As a direct and proximate cause of the design defect and Defendants' misconduct as set forth herein, Plaintiff suffered damages, costs, loss of business, loss of good will, and will continue to suffer damages.

WHEREFORE, Plaintiff(s) demand judgment against Defendants for compensatory, treble and punitive damages, together with interest, costs of suit, attorneys' fees and all such other relief as the Court deems proper.

COUNT III
NEW JERSEY CONSUMER FRAUD ACT (N.J.S.A. 56:8-2 et seq.)

1. Plaintiff repeats and incorporates by reference all other paragraphs of this Master Complaint as if fully set forth herein.
2. The dairy products are "merchandise," as that term is defined by N.J.S.A. 56:8-1 et seq.

3. Defendant Tru Aseptics, LLC is the manufacturer, inspector, labeler, distributor, marketer, promoter, seller and/or otherwise released dairy products into the stream of commerce.
4. Defendant & Processing Authority knew or should have known that the dairy products were defective but failed to warn the public, including Plaintiff(s), of same.
5. In violation of the Act, Defendant made untrue, deceptive or misleading representations of material facts to and omitted and/or concealed material facts from Plaintiff(s).
6. Defendant's statements and omissions were undertaken with the intent that the consumers, including the Plaintiff(s), would rely on the Defendant's statements and/or omissions.
7. Defendant's defective products were introduced into the stream of commerce and constitutes an unconscionable commercial practice, deception, false pretense, misrepresentations, and/or the knowing concealment, suppression, or omission of material facts with the intent that others would rely upon such concealment, suppression or omission in connection with the sale or advertisement of such merchandise or services by Defendant, in violation of the New Jersey Consumer Fraud Act., N.J.S.A. 56:8-1 et seq.

8. Defendant concealed and omitted the fact that its products were defective.
9. Defendant's actions in connection with manufacturing, distributing, and marketing the dairy products set forth herein evidence a lack of good faith, honesty in fact and observance of fair dealing so as to constitute unconscionable commercial practices, in violation of the New Jersey Consumer Fraud Act., N.J.S.A. 56:8-2 et seq.
10. Defendant acted willfully, knowingly, intentionally, unconscionably and with reckless indifference when committing these acts of consumer fraud.
11. As a proximate result of the acts of consumer fraud set forth above, Plaintiff(s) have purchased an unsafe product and incurred monetary expenses.
12. As a result of the defective product, Plaintiff(s) incurred costs, damages, loss of good will and loss of future business.

WHEREFORE, Plaintiff(s) demand judgment against Defendants for compensatory, treble and punitive damages, together with interest, costs of suit, attorneys' fees and all such other relief as the Court deems proper.

**COUNT IV
BREACH OF EXPRESS WARRANTY**

1. Plaintiff(s) repeat and incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein.
2. Defendant's released dairy products into the stream of commerce for sale and represented that said products were safe and fit for normal use.
3. Defendant had a duty to exercise reasonable care in manufacture, distribution, marketing, promotion, sale of said dairy products.
4. Defendant did not disclose that said dairy products were defective.
5. Defendant had a duty to disclose that the dairy products were defective.
6. Defendant had a duty to produce healthy, safe dairy products.
7. By the conduct alleged, Defendant, its agents and employees expressly warranted to Plaintiff(s) and Plaintiff(s)' physician(s) that the products were merchantable and fit for the purpose intended, in violation of N.J.S.A. 12A:2-313 *et seq.*

8. This warranty was breached because the dairy products had mold and could not be used or distributed and Plaintiff(s) were injured.

9. As a direct result of Defendant's conduct as aforesaid, Plaintiff(s) have suffered costs to replace the product, loss of business and loss of reputation.

WHEREFORE, Plaintiff(s) demand judgment against Defendants for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees and all such other relief as the Court deems proper.

LORI C. GREENBERG & ASSOCIATES
Attorneys for Plaintiff

Dated: May 15, 2019

By: /s/ Lori C. Greenberg
LORI C. GREENBERG

CERTIFICATION PURSUANT TO R.4:5-1

Plaintiff hereby certifies that the matters in controversy set forth in the within Complaint are not subject of any other action pending in any Court or a pending arbitration proceeding and no other action or arbitration proceeding is contemplated and no other party should be joined in the within action as required by R.4:5-1.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

LORI C. GREENBERG & ASSOCIATES
Attorneys for Plaintiff

Dated: May 15, 2019

By: /s/ Lori C. Greenberg
LORI C. GREENBERG

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

LORI C. GREENBERG & ASSOCIATES
Attorneys for Plaintiff

Dated: May 15, 2019

By: /s/ Lori C. Greenberg
LORI C. GREENBERG

CAMDEN COUNTY
SUPERIOR COURT
HALL OF JUSTICE
CAMDEN NJ 08103

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (856) 379-2200
COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 15, 2019
RE: COLD STAR SALES & LE ASING, IN VS TRU ASEPTICS L
DOCKET: CAM L -001895 19

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

THE MANAGING JUDGE ASSIGNED IS: HON THOMAS T. BOOTH JR

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 302
AT: (856) 379-2200 EXT 3080.

THE ABOVE CASE HAS BEEN REMOVED FROM THE EXPEDITED CIVIL ACTIONS (ECA) PILOT PROGRAM PURSUANT TO AN ORDER OF THE COURT. DISCOVERY IS THE APPLICABLE NUMBER OF DAYS FOR A STANDARD TRACK 2 CASE. RUNNING FROM THE DATE OF THE FILING OF THE FIRST RESPONSIVE PLEADING.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: LORI C. GREENBERG
LORI C. GREENBERG & ASSOCIATES
1 EVES DRIVE
#111
MARLTON NJ 08053

ECOURTS

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket# L-001895-19

Case Caption: COLD STAR SALES & LEASING, INC VS
TRU ASEPTICS L

Case Initiation Date: 05/15/2019

Attorney Name: LORI COHEN GREENBERG

Firm Name: LORI C. GREENBERG & ASSOCIATES

Address: 1 EVES DRIVE #111

MARLTON NJ 08053

Phone:

Name of Party: PLAINTIFF : Cold Star Sales & Leasing, Inc

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO

Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

05/15/2019

Dated

/s/ LORI COHEN GREENBERG

Signed

F3799352

LORI C GREENBERG & ASSOCIATES, ATTORNEY AT LAW
SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAMDEN COUNTY

COLD STAR SALES & LEASING, INC.

PLAINTIFF

Index No. CAM-L-601893-19

Date Filed

File No.

Court Date:

AFFIDAVIT OF SERVICE

TRU AESTHETICS, LLC, ET AL

DEPENDANT

STATE OF WISCONSIN, COUNTY OF Rock :ss:

JONATHAN CHRISTIAN, being duly sworn deposes and says:

Deponent is not a party herein, is over 20 years of age and resides in the State of WI

On 5-21-19 at 9:45 AM

at 2424 WINTER DRIVE, BLOOMINGTON, IL 61811

Deponent served the within CIVIL CASE INFORMATION STATEMENT, DISCOVERY AND COMPLAINT, TRUCK ASSIGNMENT NOTICE, CTSR on:
TRU AESTHETICS, LLC, the DEPENDANT therein named.

11 INDIVIDUAL By delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.

X 12 CORPORATION By delivering a true copy of each to EILEEN KING personally, deponent knew the person so served to be the DIRECTOR OF HUMAN RESOURCES of the corporation, and authorized to accept service on behalf of the corporation.

13 SUITABLE AGE PERSON By delivering a true copy of each to _____ a person of suitable age and discretion. Said premises is DEPENDANT's: [] actual place of business [] dwelling house (usual place of abode) within the state.

14 AFFIXING TO DOOR By affixing a true copy of each to the door of said premises, which is DEPENDANT's: [] actual place of business [] dwelling house (usual place of abode) within the state.

Deponent was unable, with due diligence to find DEPENDANT or a person of suitable age and discretion, having called thereat

on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____

Address confirmed by _____

15 MAIL COPY On _____ I deposited in the United States mail a true copy of the aforementioned documents properly enclosed and sealed in a post-paid wrapper addressed to the above address. Copy mailed 1st class mail marked personal and confidential not indicating on the outside thereof by return address or otherwise that said notice is from an attorney or concerns an action against the person to be served.

X 16 DESCRIPTION Deponent describes the person served as aforesaid to the best of deponent's ability at the time and circumstances of the service as follows.

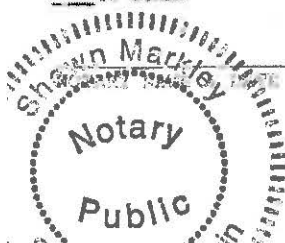
Sex: F Color: W Hair: BLONDE
Age: 40's Height: 5'4 Weight: 125

OTHER IDENTIFYING FEATURES: _____

17 WITNESS FEES The authorized witness fee and / or traveling expenses were paid (tendered) to the DEPENDANT in the amount of \$ _____

18 MILITARY SERV Deponent asked person spoken to whether the DEPENDANT was presently in military service of the United States Government or of the State of _____ and was informed that DEPENDANT was not.

19 OTHER



[Signature]

5-22-19

my commission
EXPIRES:

[Signature]

EM Legal, LLC
75 MAIDEN LANE 11TH FLOOR
NEW YORK, NY 10038
Reference No: 1-LOGAR-WJ-1799352



P1799352

LORI C GREENBERG & ASSOCIATES , ATTORNEY AT LAW
SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAMDEN COUNTY

COLD STAR SALES & LEASING, INC.

PLAINTIFF

- vs -

TRU ASEPTICS, LLC, ET AL

DEFENDANT

index No. CAM-L-001895-19

Date Filed

File No.

Court Date:

AFFIDAVIT OF SERVICE

STATE OF _____, COUNTY OF _____ :SS:

_____, being duly sworn deposes and says:

Deponent is not a party herein, is over 18 years of age and resides in the State of _____.

On _____ at _____,

at 7924 WYETTA DRIVE BELOIT, WI 53511

deponent served the within CIVIL CASE INFORMATION STATEMENT, SUMMONS AND COMPLAINT, TRACK ASSIGNMENT NOTICE, CERTS. on:
TRU ASEPTICS, LLC, the DEFENDANT therein named.

#1 INDIVIDUAL By delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.

#2 CORPORATION By delivering a true copy of each to _____ personally,
deponent knew the person so served to be the _____
of the corporation, and authorized to accept service on behalf of the corporation.

#3 SUITABLE AGE PERSON By delivering a true copy of each to _____ a person
of suitable age and discretion.
Said premises is DEFENDANT's: [] actual place of business [] dwelling house (usual place of
abode) within the state.

#4 AFFIXING TO DOOR By affixing a true copy of each to the door of said premises, which is DEFENDANT's: [] actual place
of business [] dwelling house (usual place of abode) within the state.

Deponent was unable, with due diligence to find DEFENDANT or a person of suitable age and
discretion, having called thereat

on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____

Address confirmed by _____

#5 MAIL COPY On _____ I deposited in the United States mail a true copy of the aforementioned
documents properly enclosed and sealed in a post-paid wrapper addressed to the above address. Copy
mailed 1st class mail marked personal and confidential not indicating on the outside thereof by
return address or otherwise that said notice is from an attorney or concerns an action against the
person to be served.

#6 DESCRIPTION (USE WITH #1, 2 OR 3) Deponent describes the person served as aforesaid to the best of deponent's ability at the
time and circumstances of the service as follows.

Sex: _____ Color: _____ Hair: _____
Age: _____ Height: _____ Weight: _____

OTHER IDENTIFYING FEATURES: _____

#7 WITNESS FEES The authorized witness fee and / or traveling expenses were paid (tendered) to the DEFENDANT in the
amount of \$ _____

#8 MILITARY SRVC Deponent asked person spoken to whether the DEFENDANT was presently in military service of the
United States Government or of the State of _____ and was informed that DEFENDANT was
not.

#9 OTHER

NOTARY NAME & DATE

PM Legal, LLC
75 MAIDEN LANE 11TH FLOOR
NEW YORK, NY 10038
Reference No: 1-LCGAA-NJ-1799352

SUMMONS

Attorney(s) Lori C. Greenberg & Associates LLC
 Office Address 1 Eyes Drive, Suite 111
 Town, State, Zip Code Martlon, NJ 08053
 Telephone Number 856-596-9300
 Attorney(s) for Plaintiff Lori C. Greenberg, Esq.
Cold Star Sales & Leasing, Inc.

**Superior Court of
New Jersey**

Camden County
Civil Division

Docket No: L-1895-19

Plaintiff(s)

vs.

Tru Aseptics, LLC

John Does 1-10

Defendant(s)

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

 Clerk of the Superior Court

DATED: 05/15/2019

Name of Defendant to Be Served: Tru Aseptics LLC

Address of Defendant to Be Served: 7924 Wyetta Drive, Beloit, Wisconsin 53511

EXHIBIT B

Ralph J. Marra, Jr. (NJ Bar No. 020761978)
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Attorneys for Defendant TRU Aseptics, LLC

<hr/>		:	SUPERIOR COURT OF NEW JERSEY
COLD STAR SALES AND LEASING,		:	LAW DIVISION: CIVIL PART
INC.,		:	CAMDEN COUNTY
		:	
Plaintiff,		:	Docket No. L-1895-19
		:	
v.		:	<u>Civil Action</u>
		:	
TRU ASEPTICS, LLC AND JOHN DOES		:	NOTICE OF FILING OF
1-10,		:	NOTICE OF REMOVAL
		:	
Defendants.		:	
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Defendant TRU Aseptics, LLC (“TRU Aseptics”) hereby gives notice to the Clerk of the Superior Court of New Jersey, Law Division, Camden County, that on June 20, 2019, TRU Aseptics caused to be filed in the United States District Court for the District of New Jersey, Camden Vicinage, a Notice of Removal, removing the above-captioned action from this Court to

the United States District Court for the District of New Jersey. A true copy of the Notice of Removal is attached hereto as **Exhibit A**. The filing of the Notice of Removal and this Notice of Filing of Notice of Removal, effected immediate removal of the action from this Court to the United States District Court for the District of New Jersey, Camden Vicinage. Accordingly, notice is hereby given to the Clerk and adverse party in accordance with 28 U.S.C. § 1446(d).

Dated: June 20, 2019

Respectfully submitted,

/s/ Ralph J. Marra, Jr.

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Attorneys for Defendant TRU Aseptics, LLC

CERTIFICATION OF SERVICE

I hereby certify that on June 20, 2019, I caused a Notice of Filing of Notice of Removal, with supporting exhibit, to be served electronically by eCourts to:

Lori C. Greenberg, Esq.
Lori C. Greenberg & Associates LLC
1 Eves Drive, Suite 111
Marlton, New Jersey 08053
Attorneys for Plaintiff

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Ralph J. Marra, Jr.
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